

Crown Pastoral Land Tenure Review

Lease name : GALLOWAY STATION

Lease number : PO 180

Due Diligence Report (including Status Report) - Part 7

This report and attachments results from a pre-Tenure Review assessment of the pastoral lease for the purpose of confirming land available for Tenure Review and any issues, rights or obligations attaching to it. The information is gathered from files and other sources available to the LINZ contractor.

Part of the information relates to research on the status of the land, resulting in a Status Report that is signed off by a LINZ approving officer. The remainder of the information is not analysed for relevancy or possible action until required, and LINZ does not guarantee its accuracy or completeness as presented.

The report attached is released under the Official Information Act 1982.

April 09



**COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952**



Search Copy

Identifier OT386/91
Land Registration District Otago
Date Registered 21 October 1958 02:28 pm

Part-Cancelled

Prior References
OT338/7

Type	Lease under s83 Land Act 1948		
Area	11455.5617 hectares more or less	Term	Thirty-three years commencing on the first day of July 1957 and renewed for a further 33 years commencing on 1.7.1990

Legal Description Section 9 and Section 63 Block VI Tiger Hill Survey District, Section 14 Block XIX Tiger Hill Survey District, Part Run 565 and Run 565A

Proprietors

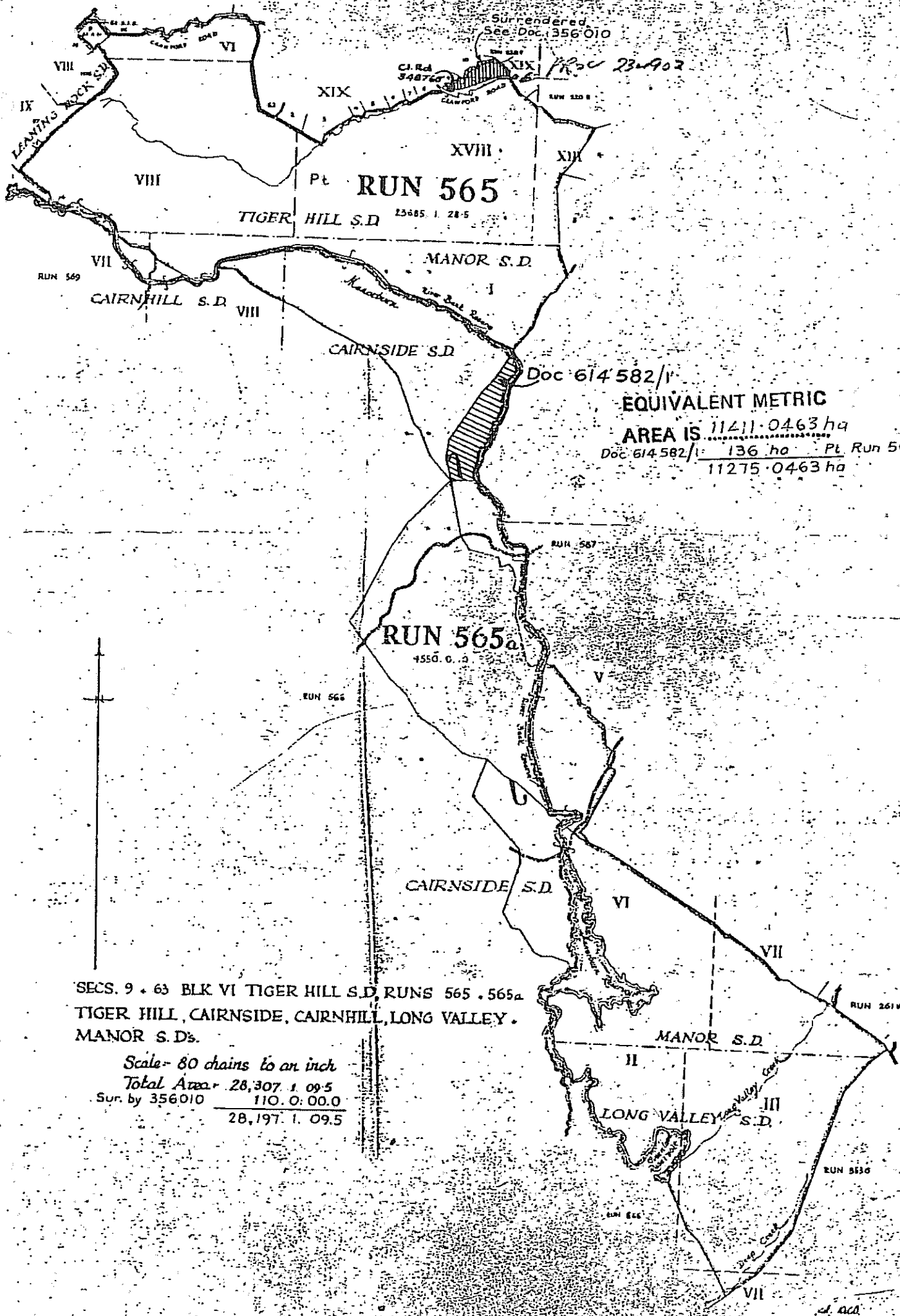
Pamela Alayne Preston, Roger Norman Macassey and Trevor John Mason

Interests

- 279960 Compensation Certificate pursuant to the Public Works Amendment Act 1948 - 7.12.1964 at 10.55 am
- 328690 Variation of within Lease - 27.6.1968 at 2.30 pm
- 356010 Surrender of within Lease as to Section 14 Block XIX Tiger Hill Survey District (110acres = 44.5154 ha.) - 11.6.1970 at 2.39 pm CT OT4B/810 issued
- 358308 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 30.7.1970 at 10.44 am
- 376984 Compensation Certificate pursuant to Section 17 Public Works Amendment Act 1948 - 13.10.1971 at 10.38 am
- 614582.1 Surrender as to Part Run 565 (136 ha) shown hatched off hereon with no reduction in rent and effective from 1.12.1980 - 14.5.1984 at 10.59 am
- Pipeline Licence embodied in Register 9D/227 - 9.12.1987 at 9.04 am
- 757133 Memorandum renewing the term and fixing (for the first 11 years) the annual rent at \$3,540.00 calculated on a rental value of \$236,000.00 - 22.6.1990 at 9.33 am
- 806857 CAVEAT (AGAINST PART) BY MINISTER OF CONSERVATION - 9.6.1992 AT 10.57 AM
- 858944.6 Mortgage to Reid Farmers Limited and Reid Farmers Finance (Otago) Limited - 29.6.1994 at 9.34 am
- 872991 Land Improvement Agreement pursuant to Section 30A Soil Conservation and Rivers Control Act 1941 - 22.12.1994 at 9.31 am
- 885685.1 Transfer creating the following easements in gross - 30.6.1995 at 11.25 am

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Maintain irrigation races and convey water	Section 9 and Section 63 Block VI Tiger Hill Survey District, Part Run 565 and Run 565A - herein	A-B orange Transfer 885685.1	Ida Valley Irrigation Company Limited	

38491



Surrendered
See Doc. 356010

Doc 234907

C.R. 34876

Pt. RUN 565

TIGER HILL S.D. 25685.1.28.5

MANOR S.D.

CAIRNHILL S.D.

CAIRNSIDE S.D.

Doc 614582/1

EQUIVALENT METRIC

AREA IS 11211.0463 ha

Doc 614582/1: 136 ha Pt. Run 565

11275.0463 ha

RUN 565a
4550.0.0

CAIRNSIDE S.D.

MANOR S.D.

LONG VALLEY S.D.

SECS. 9 + 63 BLK VI TIGER HILL S.D. RUNS 565 . 565a
TIGER HILL, CAIRNSIDE, CAIRNHILL, LONG VALLEY .
MANOR S.D's.

Scale - 80 chains to an inch

Total Area - 28,307.1 09.5

Sur. by 356010	110.0:00.0
	28,197.1.09.5

S. Act



**COMPUTER INTEREST REGISTER
UNDER LAND TRANSFER ACT 1952**



R. W. Muir
Registrar-General
of Land

Historical Search Copy

Identifier OT386/91
Land Registration District Otago
Date Registered 21 October 1958 02:28 pm

Part-Cancelled

Prior References
OT338/7

Type	Lease under s83 Land Act 1948		
Area	11455.5617 hectares more or less	Term	Thirty-three years commencing on the first day of July 1957 and renewed for a further 33 years commencing on 1.7.1990
Legal Description	Section 9 and Section 63 Block VI Tiger Hill Survey District, Section 14 Block XIX Tiger Hill Survey District, Part Run 565 and Run 565A		

Original Proprietors

Pamela Alayne Preston, Roger Norman Macassey and Trevor John Mason

Interests

- 279960 Compensation Certificate pursuant to the Public Works Amendment Act 1948 - 7.12.1964 at 10.55 am
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- 885685.1 Transfer creating the following easements in gross - 30.6.1995 at 11.25 am

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Maintain irrigation races and convey water	Section 9 and Section 63 Block VI Tiger Hill Survey District, Part Run 565 and Run 565A - herein	A-B orange Transfer 885685.1	Ida Valley Irrigation Company Limited	

Identifier

OT386/91

Maintain irrigation races and convey water	Section 9 and Section 63 Block VI Tiger Hill Survey District, Part Run 565 and Run 565A - herein	C-D orange Transfer 885685.1	Ida Valley Irrigation Company Limited
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Maintain irrigation races and convey water	Section 9 and Section 63 Block VI Tiger Hill Survey District, Part Run 565 and Run 565A - herein	E-F orange Transfer 885685.1	Ida Valley Irrigation Company Limited
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885685.2 Transfer creating the following easements in gross - 30.6.1995 at 11.25 am

Type	Servient Tenement	Easement Area	Grantee	Statutory Restriction
Maintain irrigation races and convey water	Section 9 and Section 63 Block VI Tiger Hill Survey District, Part Run 565, Run 565A and Section 14 Block XIX Tiger Hill Survey District - herein	a-b orange Transfer 885685.2	Ida Valley Irrigation Company Limited	

18-01-00

LAND DEEDS
 Title: The Crown
 From: C.C. Leary
 Date: 21 OCT 1958
 Time: 2.28
 Fee: 15
 District: OTAGO
 Section: 342

Registered in the LAND REGISTRY OFFICE but not under the LAND TRANSFER ACT.

Entered in the Register-book, Vol. 386 fol. 91

the 21st day of October 1958, at 2.28 p.m.
 [Signature]
 Dist. Land Registrar.

Pastoral Lease of Pastoral Land under the Land Act 1948

No. P.180

This Deed, made the 21st day of July 1958, one thousand nine hundred and fifty-seven between HIS MAJESTY THE KING (and with HEREDITY and successors, is hereinafter referred to as "the Lessor"), of the one part, and C.C. Leary (one-third share) and William Samuel Leary (one-third share), as tenants in common in the second part, respectively referred to as "the Lessee"), of the other part, WITNESSETH that, in consideration of the rent hereinafter reserved, and of the covenants, conditions, and agreements herein contained or implied and on the part of the Lessor to be paid, observed, and performed, the Lessor doth hereby demise and lease unto the Lessee All those pieces of land containing by admeasurement

28307 acres situated in the Land District of Otago, and being Sections 9 and 60, Block VI, Tiger Hill Survey District, Rura 565 and 565A, Tiger Hill, Cairnside, Coleridge, Long Valley and Kenor Survey Districts (hereinafter referred to as "the said land") together with the rights, easements, and appurtenances thereto belonging. TO HOLD the said premises intended to be hereby demised unto the Lessee for the term of thirty-three years, commencing on the first day of July, one thousand nine hundred and fifty-seven, together with the period between the date of this lease and the aforesaid first day of July, one thousand nine hundred and fifty-seven. Yielding and paying therefor during the said term unto the Department of Lands and Survey at the Principal Land Office for the said Land District of Otago the clear annual rent of two hundred and forty pounds (£240. - -) payable without demand by equal half-yearly payments in advance on the 1st day of January and the 1st day of July in each and every year during the said term. And also paying in respect of the improvements specified in the Schedule hereto the sum of (£) by a deposit of (£) (the receipt of which sum is hereby acknowledged) and thereafter by (£) half-yearly instalments of pounds shillings and pence (£ : :) on the 1st day of January and the 1st day of July in each year in the aforesaid tenor.

- AND the Lessee doth hereby covenant with the Lessor as follows, that is to say:-
1. THAT the Lessee will fully and punctually pay the rent hereinafter reserved at the times and in the manner hereinbefore stated in that behalf; and also will pay and discharge all rates, taxes, assessments, and outgoings whatsoever that now are or hereafter may be assessed, levied, or payable in respect of the said land or any part or parts thereof during the said term.
 2. THAT the Lessee will within one year after the date of this lease set up his residence on the said land, and thereafter throughout the term of the lease will reside continuously on the said land.
 3. THAT the Lessee will hold and use the said land for the purposes for which it is leased and will not transfer, assign, sublet, mortgage, charge, or part with possession of the said land or any part thereof without the previous approval of the Land Settlement Board. Provided that such approval will not be necessary in the case of a mortgage to the Crown or to a Department of State.
 4. THAT the Lessee will at all times farm the said land diligently and in a husbandlike manner according to the rules of good husbandry and will not in any way commit waste.
 5. THAT the Lessee will throughout the term of his lease to the satisfaction of the Commissioner of Crown Lands for the Land District of Otago (hereinafter referred to as "the Commissioner") cut and trim all live fences and hedges, and keep clear the said land of all noxious weeds, and will comply strictly with the provisions of the Noxious Weeds Act, 1950.
 6. THAT the Lessee will keep the said land free from wild animals, rabbits, and other vermin, and generally comply with the provisions of the Rabbit-Nuisance Act, 1926 - Rabbit Act 1955.
 7. THAT the Lessee will clean and clear from weeds and keep open all creeks, drains, ditches, and watercourses upon the said land, including any drains or ditches which may be constructed by the Commissioner after the commencement of the term of the lease; and will not at any time without the prior consent of the Commissioner alter the channel of any such creek or watercourse or stop or divert the water flowing therein.
 8. THAT the Lessee will at all times during the said term repair and maintain and keep in good substantial repair, order, and condition all improvements belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land, and will not, without the prior written consent of the Commissioner, pull down or remove them or any part of them.
 9. THAT the Lessee will insure all buildings belonging to the Crown (including those specified in the Schedule hereto which are being purchased by the Lessee) now or hereafter erected on the said land to their full insurable value in the name of the Commissioner in some insurance office approved by the Commissioner and will pay all premiums falling due under every such insurance policy and deposit with the Commissioner every such policy and, not later than the forenoon of the day on which any such premium becomes payable, the receipt for that premium.
 10. THAT the Lessee will not throughout the term of the lease without the prior consent of the Commissioner, which consent may be given on such terms and conditions (including the payment of royalty) as the Commissioner thinks fit, fell, sell, or remove any timber, tree, or bush growing, standing, or lying on the said land, and that he will throughout the term of the lease prevent the destruction of any such timber, tree, or bush unless the Commissioner otherwise approves: Provided that the consent of the Commissioner as aforesaid shall not be necessary where any such timber or tree is required for any agricultural, pastoral, household, roadmaking, or building purpose on the said land nor where the timber or tree has been planted by the Lessee.
 11. THAT the Lessee shall not, except for the purpose of complying with any of the provisions of the Noxious Weeds Act, 1950, burn any tussock, scrub, fern, or grass on the said land, nor permit any tussock, scrub, fern, or grass on the said land to be burned, unless in either case he shall have obtained the prior consent in writing of the Commissioner, which consent may be given subject to such terms and conditions as the Commissioner may deem necessary.
 12. THAT officers and employees of the Department of Internal Affairs shall at all times have a right of ingress, egress, and regress over the land comprised in this lease for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums, or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals: Provided that such officers and employees in the performance of the said duties shall at all times avoid undue disturbances of the Lessee's stock.

13. THAT the Lessee shall exercise due care in stocking the said land and shall not overstock.

AND it is hereby agreed and declared by and between the Lessor and the Lessee:-

- (a) THAT the Lessee shall have the exclusive right of pasturage over the said land, but shall have no right in the soil.
- (b) THAT the Lessee shall have no right, title, or claim whatsoever to any minerals (within the meaning of the Land Act, 1948) on or under the surface of the soil of the said land, and all such minerals are reserved to His Majesty together with a free right of way over the said land in favour of the Commissioner or of any person authorized by him and of all persons lawfully engaged in the working, extraction, or removal of any mineral on or under the surface of the said land or any adjacent land of the Crown, subject to the payment to the Lessee of compensation for all damage done to improvements on the said land belonging to the Lessee in the working, extraction, or removal of any such minerals: Provided that there shall be no right of way over, or right to work, extract, or remove any mineral from, any part of the said land which is for the time being under crop or used or situated within 20 yards of a yard, garden, orchard, vineyard, nursery, or plantation, or within 100 yards of any building, dwellinghouse: Provided also that the Lessee may, with the prior consent in writing of the Commissioner, which consent may be given subject to such conditions as the Commissioner thinks fit, use any such minerals for any agricultural, pastoral, household, roadmaking, or building purpose on the said land, but not otherwise.
- (c) THAT upon the expiration by effluxion of time of the term hereby granted and thereafter at the expiration of each succeeding term to be granted to the Lessee the outgoing Lessee shall have a right to obtain, in accordance with the provisions of section 66 (3) of the Land Act, 1948, a new lease of the land hereby leased at a rent to be determined in the manner prescribed by Part VIII of the said Act for a term of thirty-three years computed from the expiration of the term hereby granted and subject to the same covenants and provisions as this lease, including this present provision for the renewal thereof and all provisions ancillary or in relation thereto.

18.01.00

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- (d) THAT the Lessee shall have no right of acquiring the freehold of the said land.
- (4) THAT the Lessee may, with the prior consent in writing of the Commissioner given subject to such conditions as the Commissioner may deem necessary, -
 - (i) Cultivate any portion of the said land for the purpose of growing winter feed for the stock depastured thereon;
 - (ii) Crop and burn the said land as is sufficient for the use of himself and family and his employees;
 - (iii) Plough and sow in grass any portion of the said land;
 - (iv) Clear any portion of the said land by felling and burning bush or scrub and sow the land so cleared in grass;
 - (v) Surface sow in grass any portion of the said land;
 Provided that the lessee shall, on the termination of the lease, leave the whole of the area that has been ploughed or cultivated properly laid down in good permanent clovers and grasses to the satisfaction of the Commissioner.
- (f) THAT the Lessee shall exercise due care in stocking the said land and shall not overstock; and for the purpose of this clause it is hereby mutually declared and agreed between the Land Settlement Board and the Lessee that the number of stock to be depastured on the said land during the winter months shall not, without the prior consent of the Commissioner, exceed a number of a count of one for a dry sheep and of one and a half for breeding ewes.
- (g) THAT if the Lessee shall leave New Zealand or abandon the said land or if he shall neglect or fail or refuse to comply with the covenants and conditions herein expressed or implied to the satisfaction of the Land Settlement Board or the Commissioner, as the case may be, or make default for not less than two months in the payment of rent, water levy, or other payments due to the Lessee, then the Land Settlement Board may, subject to the provisions of section 116 of the Land Act, 1949, declare this lease to be forfeit, and that without discharging or releasing the Lessee from liability for rent due or accruing due or for any prior breach of any covenant or condition of the lease.
- (h) THAT these presents are intended to take effect as a personal lease under the Land Act, 1949, and the provisions of the said Act and of the regulations made thereunder applicable to such leases shall be binding in all respects upon the parties hereto in the same manner as if such provisions had been fully set out herein.

For Clause (f) and (i) see below

SCHEDULE

IMPROVEMENTS BELONGING TO THE CROWN AND BEING PURCHASED BY THE LESSEE

Hill

In witness whereof the Commissioner of Crown Lands for the Land District of

Otago

, on behalf of the Lessor, hath hereunto set his

Signed by the Assistant Commissioner, on behalf of the Lessor, in the presence of -

Witness: [Signature]
Occupation: Chief Surveyor, Department of Lands
Address: [Address]

[Signature]
Assistant Commissioner of Crown Lands

Signed by the above named as Lessee, in the presence of -

Witness: [Signature]
Occupation: Workman
Address: [Address]

[Signature]
Lessee

Signed by the above named as Lessee, in the presence of -

Witness: [Signature]
Occupation: [Occupation]
Address: [Address]

[Signature]
Lessee

Clauses (r) and (1) hereinbefore referred to

- (r) THAT the Lessee shall be deemed not to have failed to use due care in stocking, or to have overstocked so long as the number of sheep depastured on the said land does not exceed 1400 (being an increase of ten per cent on the carrying capacity on which is based the rent hereinbefore reserved) but the Commissioner may by notice in writing permit the Lessee to depasture thereon any greater number should he deem it advisable or expedient so to do. Any permission so granted shall be subject to revocation or amendment by the Commissioner at any time and particularly in the event of a transfer. Any variation consented to by the Commissioner shall not affect the rent payable hereunder.
- (1) THAT pursuant to Section 278(12) of the Public Works Act, 1928, this lease is issued subject to the following conditions:
 1. The right is reserved to the Crown at any time and from time to time without being deemed to commit a trespass without payment of compensation to enter upon the said land and thereon to take, lay, construct, maintain, inspect, repair or reconstruct water-races, drains, and all other works which the Minister of Works deems necessary for the supply of water to the said land or to any other land.
 2. The lessee will be required to take such water as is available for irrigation from races provided for irrigation purposes, at a price to be fixed by the Crown.
 3. The Crown will not be liable for any damage caused by any over-flow or break-away of any race or channel.

[Signature]
Assistant Commissioner of Crown Lands

[Signature]
Lessee

[Signature]
Lessee

18-01-00

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at clover and grasses to
ground between the land
be continuously crossed
the and conditions herein
payment of rent, water
to be forfeit, and that
under applies to such

th hereunto set his

own Lands.

Lessee.

Lessee

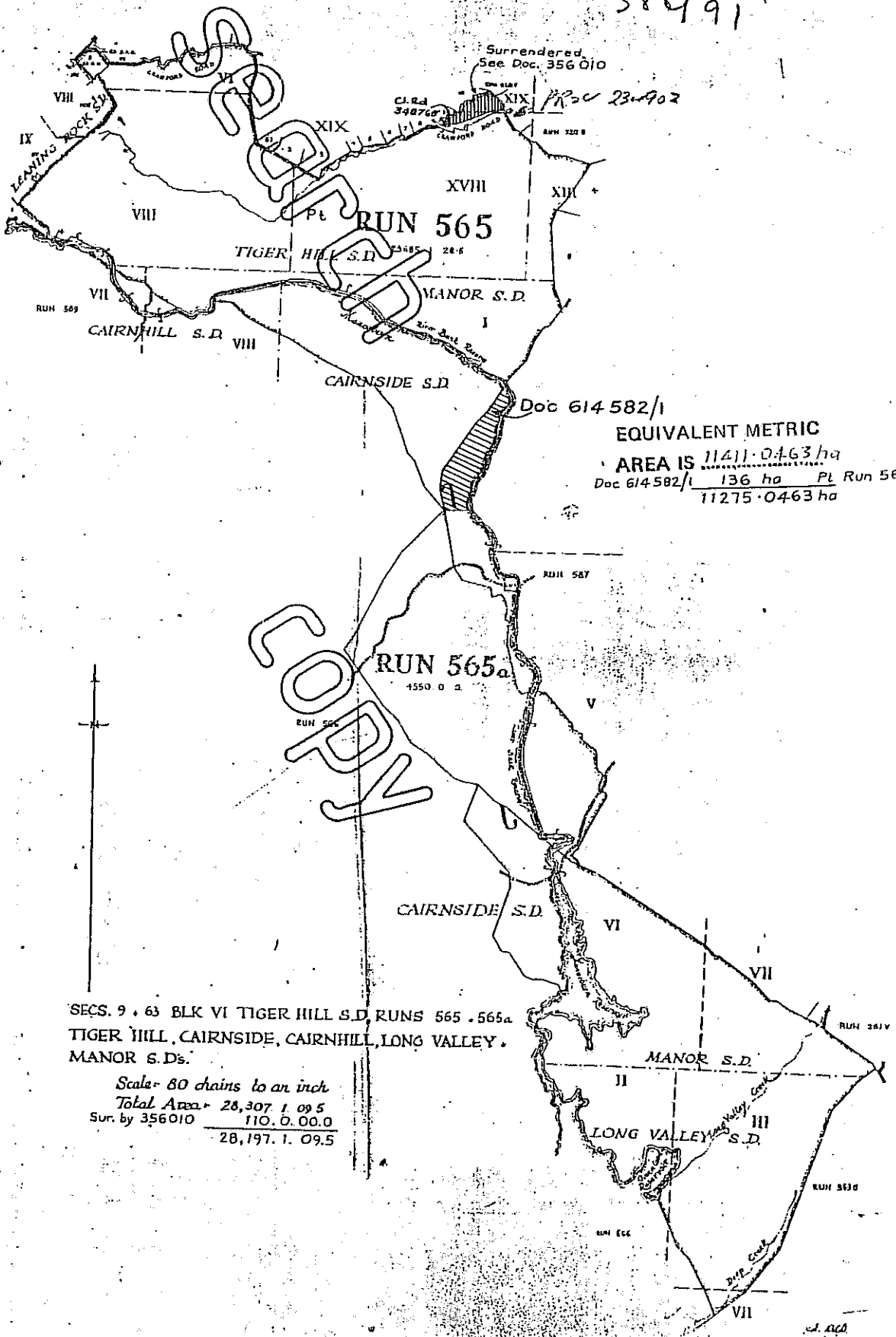
ked so long as the
t on the carrying
siting permit the
Any permission so
ly in the event of
sunder.

Following conditions:
omit a trespass and
maintain, inspect,
necessary for the

d for irrigation

channel.

See



SECS. 9, 63 BLK VI TIGER HILL S.D. RUNS 565, 565a
TIGER HILL, CAIRNSIDE, CAIRNHILL, LONG VALLEY,
MANOR S.Ds.

Scale - 80 chains to an inch
Total Area - 28,307.1 09 5
Sur. by 356010 110.0.00.0
28,197.1.09.5

18-01-00

X 14145 Discharge of agreement under Part XI Public Works Act 1927 with Her Majesty the Queen produced 1952 at 2.37 pm
Mortgage to Kenneth Jarrar Preston produced 1956 at 1.40 pm

386/91

Discharge of Mortgage 328692 as to Section 14 Block XIX Tiger Hill District - 11.6.1970 at 2.37 pm.

[Signature]
A.L.R.

234902 Proclamation of closing adjoining roads Registered 27.6.1961 at 2.30 pm

Discharge of Mortgage 250691 as to Section 14 Block XIX Tiger Hill District - 11.6.1970 at 2.38 pm.

[Signature]
A.L.R.

248500 Transference of 3/8 share of Harold Mein Preston to The Perpetual Trustees Estate and Agency Company of New Zealand Limited produced at 11:05 pm

356010 Surrender of the with lease as to Section 14 Block XIX Tiger Hill Survey District (Area 110 acres) - 11.6.1970 at 2.39 pm.

[Signature]
A.L.R.

Transference of 3/8 share of Harold Mein Preston to The Perpetual Trustees Estate and Agency Company of New Zealand Limited produced at 11:05 pm

See Now 4B/810.

250690 Transfer of 3/8 share of Harold Mein Preston to The Perpetual Trustees Estate and Agency Company of New Zealand Limited produced at 2:40 pm

358308 Agreement pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941-30.7.1970 at 10.44 am

[Signature]
A.L.R.

250691 Mortgage to Kenneth Jarrar Preston to The Perpetual Trustees Estate and Agency Company of New Zealand Limited produced at 2:42 pm

376984 Compensation Certificate pursuant to Section 17 of the Public Works Amendment Act 1948-13.10.1971 at 10.38 am

[Signature]
A.L.R.

279969 Compensation Certificate pursuant to Section 17 of the Public Works Amendment Act 1948-13.10.1971 at 10.38 am

328690 Variation of the public lease - 27.6.1968 at 2.30 pm

328691 Transfer to Spadocomy Station Limited - 27.6.1968 at 2.31 pm

Variation of Mortgage 250691 - 27.6.1968 at 2.35 pm

Prospecting Licence under the Mining Act 1926 for a part of the within land in favour of Griffiths Holdings Limited for a term of three years commencing on 9th day of June 1975 produced 30.6.1975 at 2.23 pm See Vol: 5D Fol: 29

[Signature]
A.L.R.

328692 Mortgage to Kenneth Jarrar Preston - 27.6.1968 at 2.37 pm

328693 Lease to Kenneth Jarrar Preston. Term 5 years from 1 November 1966 with Renewal and Renewal Clause - 27.6.1968 at 2.42 pm

443817 Agreement pursuant to Section 30A of the Soil Conservation and Rivers Control Act 1941 - 25.7.1975 at 11.03 am

[Signature]
for A.L.R.

THIS REPRODUCTION (ON A REDUCED SCALE) CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL REGISTER FOR THE PURPOSES OF SECTION 215A LAND TRANSFER ACT 1952.
[Signature] A.L.R.

349019 Part of the within land is known as Section 14 Block XIX Tiger Hill Survey District. (110 acres)

465597 Notice of the Surrender of Prospecting Licence 5D/29 16/9/1976 at 12.9 pm

[Signature]
A.L.R.

C.T. 386/91

18.01.00

593/2 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 10.12.1979 at 2.1 pm

[Handwritten signature]
A.L.R.

659086/2 Transfer to Pamela Alayne Preston and Roger Norman Macassey both abovenamed and Trevor John Mason of Dunedin, Chartered Accountant - 9.7.1986 at 9.26am

[Handwritten signature]
A.L.R.

527533/3 Mortgage to the Rural Banking and Finance Corporation of New Zealand - 10.12.1979 at 3.1 pm

[Handwritten signature]
A.L.R.

670023 Mining Licence under the Mining Act 1971 affecting part of the within land (24.7 ha) in favour of Ninian Leslie Peterson for a term of 10 years commencing on 16.12.1986 - 19.12.1986 at 9.13 am.

[Handwritten signature]
A.L.R.

554485/1 Certificate vesting Mortgage 250691 in the Rural Banking and Finance Corporation of New Zealand - 20.5.1981 at 1.39 pm

[Handwritten signature]
A.L.R.

See Volume 9D Folio 187

[Handwritten signature]
A.L.R.

554485/2 Transfer to Pamela Alayne Preston of Galloway Married Woman, James Noel Macassey of Dunedin Company Manger and Roger Norman Macassey of Dunedin Solicitor - 20.5.1981 at 1.40 pm

[Handwritten signature]
A.L.R.

692714 Pipeline Licence under the Mining Act 1971 affecting part of the within land in favour of Ninian Leslie Peterson for a term commencing on 7.12.1987 and ceasing at the expiry of Mining Licence 9D/187 - 9.12.1987 at 9.04 am

[Handwritten signature]
A.L.R.

554485/3 Variation of Mortgage 250691 - 20.5.1981 at 1.40 pm

[Handwritten signature]
A.L.R.

557077 Variation of Mortgage 527533/2 - 2.7.1981 at 1.39 pm

[Handwritten signature]
A.L.R.

757133 Memorandum renewing the term of the within lease for a further period of 33 years commencing on 1.7.1990 and fixing for the first 11 years the annual rent at \$3,540.00 calculated on a rental value of \$236,000.00 - 22.6.1990 at 9.33am

[Handwritten signature]
A.L.R.

573600 Variation of Mortgage 250691 - 14.4.1982 at 10.39 am

[Handwritten signature]
A.L.R.

806857 Caveat against part by Minister of Conservation entered 9.6.1992 at 10.57 am

[Handwritten signature]
A.L.R.

610617 Land Improvement Agreement under the Soil Conservation and Rivers Control Act 1941 - 1.3.1984 at 9.30am

DISCHARGED
30 JUN 1984
A.L.R.

[Handwritten signature]
A.L.R.

858944/6 Mortgage to Reid Farmers Limited and Reid Farmers Finance (Otago) limited - 29.6.1994 at 9.34am

[Handwritten signature]
A.L.R.

614582/1 Surrender as to Part Run 565 (area 136 ha) shown hatched off on diagram hereon with no reduction in rent and shall take effect from 1.12.1980 14.5.1984 at 10.59 am. (with Mortgagees and Chargeholders consent).

[Handwritten signature]
A.L.R.

872991 Land Improvement Agreement under Section 30 of the Soil Conservation and Rivers Control Act 1941. - 22.12.1994 at 9.31am

[Handwritten signature]
A.L.R.

627356/2 Mortgage to The Rural Banking and Finance Corporation of New Zealand - 12.12.1984 at 10.35 am.

DISCHARGED
30 JUN 1984
A.L.R.

659086/1 Transmission to Pamela Alayne Preston and Roger Norman Macassey both abovenamed as survivors - 9.7.1986 at 9.26am

[Handwritten signature]
A.L.R.

OVER ---

18.01.00

885685/1 Transfer being a grant of a right (in gross) to maintain irrigation races and convey water over part herein shown marked A-B, C-D and E-F coloured orange on the diagram annexed thereto together with incidental rights in favour of the Ida Valley Irrigation Company Limited - 30.6.1995 at 11.25am

Jumavett

A.L.R.

885685/2 Transfer being a grant of a right (in gross) to maintain irrigation races and convey water over part herein shown marked a-b coloured orange on the diagram annexed thereto together with incidental rights in favour of the Ida Valley Irrigation Company Limited - 30.6.1995 at 11.35am

Jumavett

A.L.R.

885873 Transfer affecting the estate of Her Majesty the Queen in fee simple being a grant of a right (in gross) to convey water over part herein shown marked A-B, C-D, E-F-G, F-H, I-J, K-L and M-N on diagram annexed thereto together with incidental rights in favour of Galloway Irrigation Society Incorporated - 30.6.1995 at 2.43pm
CT 17D/09 issued

Jumavett

A.L.R.

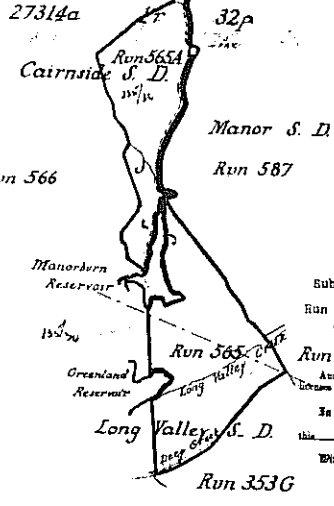
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Image Quality due to Condition of Original

PLAN OF RUNS No. 565 & 565A No. 2001 & Secs 9 & 63

Leaning Rock S.D. Cairnhill S.D. Figer Hill S.D. Run 220F Run 565 Run 566 Run 587 Run 353G

UNVALENT METRIC AREA IS 1105 1/2 ACRES



Use to occupy Crown Lands for Pastoral Purposes

WHEREAS HAROLD MASTON of DALLOY FARMER

has acquired under the Land Act, 1924, a License to occupy for Pastoral purposes all that area of Crown Land containing by estimation Twenty-seven (27) acres and three hundred and fourteen (314) acres one (1) rood thirty-two (32) perches, being Sections 565 and 565A of the District of Otago, in the County of VINCENY, as the same is delineated on the plan in the District Lands and Survey Office, Dunedin, as shown in the margin

and whereas the said License is for a term of twenty-one (21) years, to be computed from the 1st day of March, 1949, subject to all the provisions and conditions of the Land Act, 1924, and applicable hereto, and subject also to the payment of an annual rent of Two hundred and twenty pounds (£220. 0. 0), in equal parts, half-yearly in advance, on the first day of March and the first day of September in each year, the first half-yearly payment having already been made, and the next of such half-yearly payments to be made on the first day of September, 1949

Subject also to the conditions, in and to wit:-

- That if the licensee gives or takes any security for the purpose of defraying or repaying the provisions of, or shall in any way whatsoever directly or indirectly consent or be privy to a fraud against the Crown, this License shall be forfeited and revoked;
- That the licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license, except as provided by section 260 of the Land Act, 1924;
- That the licensee shall prevent the growth or spread of gorse, broom, lupin, blackberry, and sweetbrier on the land comprised in this license, and shall be required to remove all gorse, sweetbrier, broom, lupin, blackberry, or other noxious weeds or plants, as may be directed by the Commissioner of Crown Lands;
- That the licensee shall not burn any stock on the land comprised in this license, or permit any stock thereon to be burned save with the prior consent in writing of the Commissioner of Crown Lands;
- That the licensee shall prevent the increase or spread, to the satisfaction of the Commissioner or an officer appointed by him, of any all rabbits on the land comprised in this license, and shall prevent their increase or spread, to the satisfaction of the Commissioner or an officer appointed by him;
- That the licensee shall exercise due care in the stocking of the land comprised in this license and in particular shall not overstock;
- That for the purpose of the clause it is hereby mutually agreed between the Commissioner of Crown Lands and the licensee that a reasonable winter stock carrying capacity of the land comprised in this license is 1500 sheep on the basis of a count of one for dry sheep, and a count of one and a half for breeding ewes;
- That the licensee shall not during the winter months depasture more than the aforesaid number of sheep on the lands comprised in this license unless the prior consent of the aforesaid Board shall have been obtained;
- That the licensee shall at all times exercise good husbandry in the conduct of grazing the land comprised in this license to ensure that the aforesaid winter carrying capacity be maintained and that the soil fertility and plant cover shall not be injuriously affected;
- That the officers and employees of the Department of Internal Affairs shall at all times have a right of ingress and egress over the land comprised in this license for the purpose of determining whether such land or any adjoining land is infested with deer, wild goats, wild pigs, opossums or other animals which the said Department is charged with the duty of exterminating or controlling, or for the purpose of destroying any such animals. Provided that such officers and employees in the performance of the said duty shall at all times avoid undue disturbance of the licensee's stock.

Subject also to the provisions of Section 277 of the Land Act, 1924, in lieu of Pastoral License Nos. 24, 1535, 1536.

And it is hereby declared that these presents are intended to take effect as a pasturing license only under the Land Act, 1924, and the provisions of that Act applicable to such licenses shall apply hereto as if the same had been set out herein at length.

In witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the Otago Land District, hath hereunto set his hand and the seal of the said Land District, this 21st day of March, 1949

Witness to the signature of the Commissioner of Crown Lands:-

Witness: John G. ...
 Occupation: Commissioner of Crown Lands
 Address: Dunedin

I, HAROLD MASTON, of the above-named license, hereby accept the license on the terms and conditions specified therein.

Witness to the signature of the Licensee:-
Harold Maston
 Licensee

Witness: Alexandra ...
 Occupation: Commissioner of Crown Lands
 Address: Dunedin



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to Conditions
of Original

PLAN OF RUN No. 565

No. 1514.



335

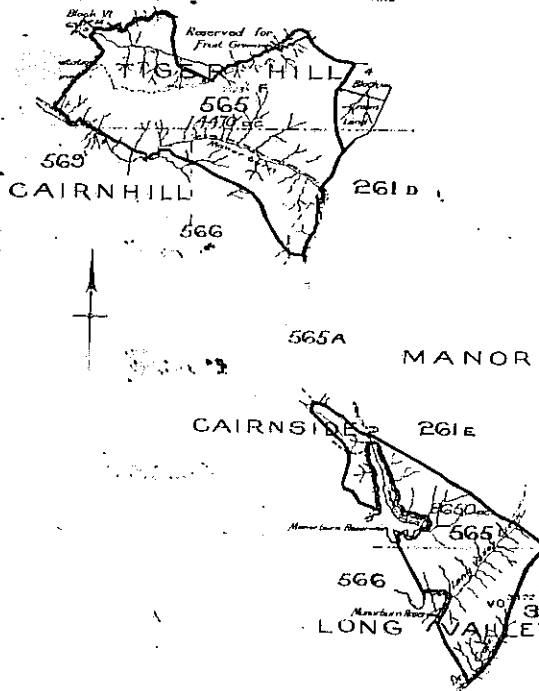
34

area 23120 ac.

EQUIVALENT METRIC
AREA: 9,386.3320 ha

License to occupy Crown Lands for Pastoral Purposes.

see 335 7



Whereas ELIZABETH WALLACE ELLIOTT, wife of ROBERT ELLIOTT of DUNEDIN, SHEEPFARMER,
hath purchased ~~the~~ under the provisions of the Land Act, 1908, and its amendments, a License to occupy for Pastoral
Purposes ~~the~~ ^{one hundred and twenty (2120)} Acres of Crown lands containing by estimation ~~Twenty-three thousand eight hundred (23,800)~~
acres, more or less, and being Run numbered ~~Five hundred and sixty-five (565)~~ ^{Five hundred and sixty-five (565)}, classed as
pastoral ~~land~~ ^{land}, in terms of section 225 thereof, situate in the
County of Vincent, in the Land District of Otago, New Zealand,
as the same is delineated on the plan in the District Lands and Survey Office, Dunedin, as
shown in the margin hereof, and hath paid the sum of One hundred and twelve pounds and ten shillings
(£ 112 : 10 : -), being the first half-year's rent in advance for such Run: The said Elizabeth Wallace Elliott
is hereby licensed to occupy the said land for
pastoral purposes for the term of twenty-one (21) years, to be computed from the first day of March, 1917, ~~and~~
~~including also the period intervening between such date and 27th, September 1916, subject~~
to all the provisions and conditions of the Land Act, 1908, and its amendments, so far as applicable hereto, and subject also
to the payment of an annual rent of Two hundred and twenty-five pounds
(£ 225 : - : -), in equal parts, half-yearly in advance, on the first day of March and the first day of September in
each and every year, payment ~~of the~~ ^{of one} half-year's rent having already been made, and ~~the next of such half-yearly~~
~~rent for the intervening period to become due and be paid on the first day of March next.~~

Subject also to the conditions following, viz:-
(1) That if the licensee or any person claiming an interest through or under him shall make or cause to be made
any agreement or contract, or shall give or cause to be given or taken any negotiable security for the
purpose of defeating or evading the provisions of, or shall in any way whatsoever directly or indirectly commit
or be privy to a fraud upon, the Land Act, 1908, and its amendments, this license shall be liable to be forfeited
and revoked;
(2) That the licensee shall prevent the destruction or burning of timber or bush on the land comprised in this
license, except as provided by section 247 of the Land Act, 1908;
(3) That the licensee shall prevent the growth or spread of gorse, broom, and sweetbrier, on the land comprised in
this license, and shall with all reasonable speed remove or cause to be removed all gorse, sweetbrier, broom,
or other noxious weeds or plants, as may be directed by the Commissioner of Crown Lands; and
(4) That the licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase
or spread, to the satisfaction of the Commissioner or an officer appointed by him to inspect the ground.
Subject also to the conditions endorsed upon the back hereof and numbered 5 to 7 inclusive.

And it is hereby declared that these presents are intended to take effect as a pasturage license only under the Land Act,
1908, and its amendments, and the provisions of those Acts applicable to such licenses shall apply hereto as fully and
effectually as if the same had been set out herein at length.

In Witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the O. T. A. G. S.
Land District, hath hereunto set his hand, this twentyseventh day of September, 1916.

I, ELIZABETH WALLACE ELLIOTT the above-named licensee, hereby accept this license on the
terms and conditions specified therein.

Scale: 2 miles = 1 inch.

[Signature]
Commissioner of Crown Lands.

[Signature]
Licensee.

The conditions hereinbefore referred to:

- (5) That the licensee shall... (5) That the licensee shall... (5) That the licensee shall...
- (6) That the licensee shall take up her residence on the land comprised in this license within one year from the date of the said license and such residence shall thereafter be continuous to the end of the term.
- (7) AND it is hereby further provided that the right is reserved to the Crown to construct water races and to take water through any portion of the land hereby devised without payment of compensation therefor to the licensee.

The rent of the within written license is hereby increased by his funds five shillings (5/6) per annum as from the first day of September, 1926, in terms of the agreement signed by the applicant Fabian Eric Spain, the increase in rental being for the purpose of paying part of the interest on the sum of One thousand pounds (£1000) contributed by the Government towards the cost of the road to Lake Valley.
 Dated at Dunedin this 26th day of January, 1926.

[Signature]
 Commissioner of Crown Lands

Memorandum: Notice of irrigation agreement between Fabian Eric Spain of Section 13, Dunedin, and the Ministry of King concerning part of the within written license, the within written license has been revised and a new copy has been issued in the books of this Department.
 Dated at Dunedin this 15th day of February 1928.

[Signature]
 Commissioner of Crown Lands

Memorandum: Notice of the discharge of the mortgage from Fabian Eric Spain to the Board of the Otago Land District and the Ministry of King concerning part of the within written license from Harold Cecil Preston of Hawke Bay, Tairārahi to the Board of the Otago Land District.
 Dated at Dunedin this 11th day of April 1927

[Signature]
 Commissioner of Crown Lands

The Land Board of the Otago Land District has this day consented to the transfer of the within license from Elizabeth Wallace Elliott to Fabian Eric Spain of Carnelough, Farmer.
 Dated at Dunedin this 15th day of February 1927

[Signature]
 Commissioner of Crown Lands

The Land Board of the Otago Land District has this day consented to the mortgage of the within written license from Harold Cecil Preston of Hawke Bay, Tairārahi to the Board of the Otago Land District.
 Dated at Dunedin this 11th day of April 1927

[Signature]
 Commissioner of Crown Lands

The within written license is subject to an irrigation agreement, dated the 20th day of September 1920, made by the latter with the Government, between the Ministry of King and Harold Cecil Preston of Hawke Bay, Farmer.

Order of Court of Bank affecting Mortgage No. 85 registered this 21st day of April 1924

[Signature]
 Commissioner of Crown Lands

The Land Board of the Otago Land District has consented to the mortgage of the within written license from Harold Cecil Preston to Donald Reid and Company Limited.
 Dated at Dunedin this 11th day of April 1927

[Signature]
 Commissioner of Crown Lands

Order of Court of Bank affecting Mortgage No. 85 registered this 21st day of April 1924

The Land Board of the Otago Land District has consented to the mortgage of the within written license from Harold Cecil Preston to Donald Reid and Company Limited.
 Dated at Dunedin this 11th day of April 1927

[Signature]
 Commissioner of Crown Lands

PASTURAGE LICENSE
 KILBURN VALLEY DISTRICT
 COMMISSIONER OF CROWN LANDS
 DUNEDIN

Dated 27th September 1916.

335/34

The Land Board of the Otago Land District has this day sanctioned the transfer of the within written license from Elizabeth Wallace Elliott to Fabian Eric Spain of Carnelough, Farmer.
 Dated at Dunedin this 25th day of February 1926

[Signature]
 Deputy Commissioner of Crown Lands

Mortgage of the within written license from Fabian Eric Spain to the Board of New Zealand approved by the Land Board of the Otago Land District.
 Dated at Dunedin this 26th day of May 1927

[Signature]
 Deputy Commissioner of Crown Lands

In pursuance of section 14 of the Land Licensing Amendment Act 1921-22 the term of the within license has been extended for a further period of fourteen (14) years from the first day of August 1922
 Dated at Dunedin this twenty-first day of August 1922

[Signature]
 Commissioner of Crown Lands

X12595
 27 May 1960 at 10:17 AM

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is Condition
of Original

NEW ZEALAND.



335

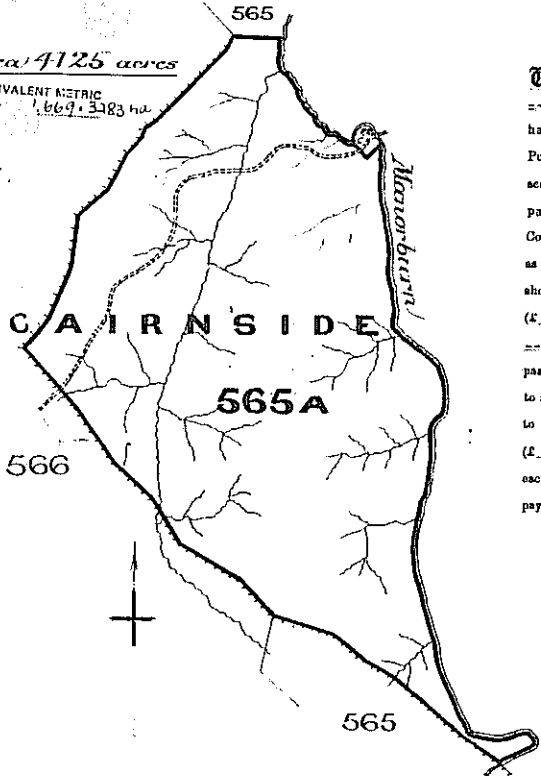
36

PLAN OF RUN No. 565A

No. 1536.

Area 4125 acres

EQUIVALENT METRIC
AREA 1669.3383 ha.



License to occupy Crown Lands for Pastoral Purposes.

Whereas ELIZABETH WALLACE ELLIOTT, wife of ROBERT ELLIOTT of DUNEDIN, SHEEP-FARMER, hath purchased at auction, under the provisions of the Land Act, 1908, and its amendments, a License to occupy for Pastoral Purposes all that area of Crown lands containing by estimation Four thousand one hundred and twenty-five (4125) acres, more or less, and being then numbered Five hundred and sixty-five A (565A) ----, classed as pastoral ----- land, in terms of section 225 thereof, situate in the County of Vincent -----, in the Land District of Otago -----, New Zealand, as the same is delineated on the plan in the District Lands and Survey Office, Dunedin -----, as shown in the margin hereof, and hath paid the sum of Thirty pounds -----, (£ 30 - - -), being the first half-year's rent in advance for such Run: The said Elizabeth Wallace Elliott ----- is hereby licensed to occupy the said land for pastoral purposes for the term of twenty (20) years, to be computed from the first day of March, 1916, subject to all the provisions and conditions of the Land Act, 1908, and its amendments, so far as applicable hereto, and subject also to the payment of an annual rent of sixty pounds -----, (£ 60 - - -), in equal parts, half-yearly in advance, on the first day of March and the first day of September in each and every year, payment for the first half-year's rent having already been made, and the next of such half-yearly payments to be made on the first day of September -----, 1916.

Subject also to the conditions following, viz:—

- (1) That if the licensee or any person claiming an interest through or under him shall make or cause to be made any agreement or contract, or shall give or cause to be given or taken any negotiable security for the purpose of defeating or evading the provisions of, or shall in any way whatsoever directly or indirectly commit or be party to a fraud upon, the Land Act, 1908, and its amendments, this license shall be liable to be forfeited and revoked;
- (2) That the licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license, except as provided by section 237 of the Land Act, 1908;
- (3) That the licensee shall prevent the growth or spread of gorse, broom, and sweetbrier, on the land comprised in this license, and shall with all reasonable speed remove or cause to be removed all gorse, sweetbrier, broom, or other noxious weeds or plants, as may be directed by the Commissioner of Crown Lands; and
- (4) That the licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase or spread, to the satisfaction of the Commissioner or an officer appointed by him to inspect the ground.

And it is hereby declared that these presents are intended to take effect as a pasturage license only under the Land Act, 1908, and its amendments, and the provisions of those Acts applicable to such licenses shall apply hereto as fully and effectually as if the same had been set out herein at length.

In Witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the Otago Land District, hath hereunto set his hand, this twenty-seventh day of September -----, 1916.

Robert Wall
Commissioner of Crown Lands

I, ELIZABETH WALLACE ELLIOTT, the above-named licensee, hereby accept this license on the terms and conditions specified therein.

E. W. Elliott
Licensee.

Scale: 70 chains - 1 inch.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

The Land Board of the Otago Land District has sanctioned the transfer of the within written license from Elisabeth Wallace Elliot to Fabian Eric Spain of Earnscough, Farmer

Dated at Dunedin this 25th day of February 1936

Deputy Commissioner of Crown Lands
Fabian Eric Spain to the
Land Board of the Otago Land
District
Dated at Dunedin this 26th day of May 1936
Deputy Commissioner of Crown Lands

Mortgage
Bank of
District

ORDER OF COURT
The Court of Chancery
Order of Court of Chancery affecting Mortgage No. 85 registered this 21st day of April 1939
The Registrar
Commissioner of Crown Lands

Mortgage No. 454
The Land Board of the Otago Land District has consented to the transfer of the within written license from Harold Minn Preston to Donald Reid & Company Limited.

Dated at DUNEDIN this 29th day of March 1939
Deputy Commissioner of Crown Lands

Mortgage No. 516
The Land Board of the Otago Land District has consented to the transfer of the within written license from Harold Minn Preston to Donald Reid & Company Limited.

Dated at DUNEDIN this 15th day of March 1939
Deputy Commissioner of Crown Lands

355/36
DATE: 27th September 1936
THE
COMMISSIONER OF CROWN LANDS
DUNEDIN
ELISABETH WALLACE ELLIOTT
PASTURAGE LICENSE

The term of the within license has been extended to a further period of fourteen (14) years from first day of March 1938 dated at Dunedin this twenty first day of August 1922

Commissioner of Crown Lands
Remarks: Probable having been produced to the Land Board of the Otago Land District on the 15th day of March 1939, the within license was extended to a further period of 14 years from the first day of March 1938.

Remarks: Copies of the discharge of the mortgage from the within license to the bank of the Otago Land District has been prepared and such notice as the law requires has been given in the book of the District.

The Land Board of the Otago Land District has this day consented to the transfer of the within written license from Fabian Eric Spain of Earnscough, Farmer to Donald Reid & Company Limited.
Dated at Dunedin this 15th day of February 1939

X 12594 Surrender of within license
produced 4th May 1950 at office of
Registrar

Image Quality due to Condition of Original

NEW ZEALAND

(Crown Lands - D. 2)

Area 38/1



385

35

PLAN OF RUN No. _____

No. 15352

EQUIVALENT METRIC AREA IS 28.1054 ha

Block VI Tiger Hill District
69a 1r 32p.

License to occupy Crown Lands for Pastoral Purposes.

Whereas ELISABETH WALLACE ELLIOTT, wife of ROBERT ELLIOTT of DUNEDIN, SHEEP-FARMER, hath been granted under the provisions of Section 59 of "The Land for Settlements Act 1908"

... purchased at auction, under the provisions of the Land Act, 1908, and its amendments, a License to occupy for Pastoral Purposes All that area of Crown lands containing by estimation Sixty-nine (69) acres one (1) rood thirty-two (32) poles ... and being ^{Sections} numbered, respectively, Nine (9) and Sixty-three (63) Block, classed as Six (VI) in the Survey District of Tiger Hill, Gallows, in the County of ...

... in the Land District of Otago, New Zealand, as shown in the margin hereof, and hath paid the sum of Seven pounds seventeen shillings and sixpence

(£ 7 : 17 : 6) being the first half-year's rent in advance for such Run: The said Elisabeth Wallace Elliott

is hereby licensed to occupy the said land for pastoral purposes for the term of twenty-one (21) years, to be computed from the first day of March, 1917

subject and including also the period intervening between such date and 27th. September 1916, subject to all the provisions and conditions of the Land Act, 1908, and its amendments, so far as applicable hereto, and subject also to the payment of an annual rent of Fifteen pounds and fifteen shillings

(£ 15 : 15 : -), in equal parts, half-yearly in advance, on the first day of March and the first day of September in each and every year, payment for the first half-year's rent having already been made, and the next of such half-yearly together with rent at said rate for said period between 27th. September 1916 and 1st. March 1917, payments to be made on the first day of September, 1917. AND subject also to the payment, in respect of the

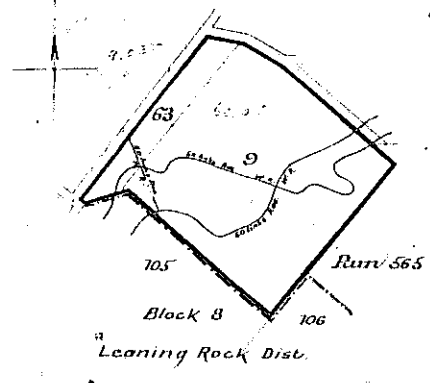
- Subject also to the conditions following, viz:-
- (1) That if the licensee or any person claiming an interest through or under him shall make or cause to be made any agreement or contract, or shall give or cause to be given or taken any negotiable security for the purpose of defeating or evading the provisions of, or shall in any way whatsoever directly or indirectly commit or be privy to a fraud upon, the Land Act, 1908, and its amendments, this license shall be liable to be forfeited and revoked;
 - (2) That the licensee shall prevent the destruction or burning of timber or bush on the land comprised in this license, except as provided by section 237 of the Land Act, 1908;
 - (3) That the licensee shall prevent the growth or spread of gorse, broom, and sweetbrier, on the land comprised in this license, and shall with all reasonable speed remove or cause to be removed all gorse, sweetbrier, broom, or other noxious weeds or plants, as may be directed by the Commissioner of Crown Lands; and
 - (4) That the licensee shall destroy all rabbits on the land comprised in this license, and shall prevent their increase or spread, to the satisfaction of the Commissioner or an officer appointed by him to inspect the ground.
 - (5) That the right is reserved to the Crown to construct water-races and to take water through any portion of the land hereby demised without payment of compensation therefor to the licensee.

And it is hereby declared that these provisions are intended to take effect as a pasturage license only under the Land Act, 1908, and its amendments, and the provisions of those Acts applicable to such licenses shall apply hereto as fully and effectually as if the same had been set out therein at length.

In Witness whereof the Commissioner of Crown Lands, on behalf of the Land Board of the Otago Land District, hath hereunto set his hand, this twenty-seventh day of September, 1916.

I, ELISABETH WALLACE ELLIOTT, the above-named licensee, hereby accept this license on the terms and conditions specified therein.

Value of the buildings specified in the Schedule on the date hereof, and the value of the buildings specified in that Schedule at the date therein respectively mentioned in that behalf.



Scale: 10 chains = 1 inch.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Buildings now existing on the within-described Land and their Capital Values

House with outbuilding	2400
Open house	50
Small house	25
Stable	30
Iron Hut	10
Hen house	10
Tin Hut	5
Total Capital Value	2530

Installments by which such Capital Value (with interest thereon) is payable, and the due Dates of such Installments.

By twenty-eight half-yearly installments of £26:15:4 each, in advance, in respect of combined value and interest, the first installment (being for the half-year commencing on the first day of March 1917) having been duly paid, and the subsequent installments being payable on the first day of March and the first day of September in each year in the same manner as rent.

PASTURAGE LICENSE
COMMISSIONER OF CROWN LANDS

The Land Board of the Otago Land District has this day sanctioned the transfer of the within written license from Elizabeth Wallace Elliott to Fabian Eric Spain of Earnscleugh, Farmer
Waled at Dunedin this 25th day of February 1926

Deputy Commissioner of Crown Land

Mortgage of the within written license from Fabian Eric Spain to the Bank of New Zealand, approved by the Land Board of the Otago Land District.

Dated at Dunedin this 26th day of May 1926

Deputy Commissioner of Crown Land

In pursuance of section 14 of the Pastoral Land Act, 1921-22, the term of the within license has been extended for a further period of fourteen (14) years from first day of March 1938.
Dated at Dunedin this twenty-first day of August 1922

Deputy Commissioner of Crown Land

Consent to the assignment of the mortgage from Fabian Eric Spain to the Bank of New Zealand
has been received and such notice has been given to the Registrar of the Department
Dated at Dunedin this 15th day of April 1926

The Land Board of the Otago Land District has this day sanctioned the transfer of the within written license from Elizabeth Wallace Elliott to Fabian Eric Spain of Earnscleugh, Farmer
Dated at Dunedin this 11th day of February 1926

The Land Board of the Otago Land District has this day sanctioned the transfer of the within written license from Fabian Eric Spain to the Bank of New Zealand, approved by the Land Board of the Otago Land District.
Dated at Dunedin this 26th day of May 1926

The within described license is subject to an assignment agreement dated the 24th day of September, 1925, under the Public Works Amendment Act, 1918 and 1911, between the Otago Pastoral and the Otago Pastoral Association.
Dated at Dunedin this 13th day of February 1926

Order made
Order of Court of Review affecting Mortgage No. 15 registered the 21st day of April 1926.

Mortgage No. 155
The Land Board of the Otago Land District has consented to the mortgage of the within written license from Fabian Eric Spain to the Bank of New Zealand.
Dated at Dunedin this 26th day of May 1926

Mortgage No. 255
The Land Board of the Otago Land District has consented to the mortgage of the within written license from Fabian Eric Spain to the Bank of New Zealand.
Dated at Dunedin this 26th day of May 1926

X12593 Surrender of within license
Produced H.B. May 1950 at 11.25 AM



Volume 1
Decree No. 6.

NEW ZEALAND.

CANCELLED

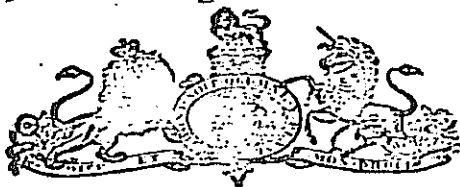
See No 18419

CERTIFICATE OF TITLE.

Register Book.

Vol. 61 Page 138

61/138



Sheweth under the written authority of Sir James Mackintosh, Chief Justice, administering the Government of New Zealand - dated 17th October 1851

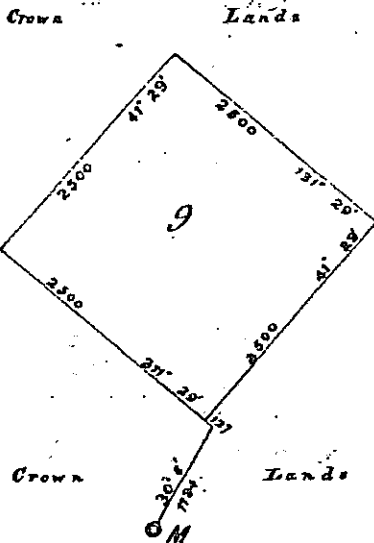
Robert Campbell of Dunedin being Her Majesty's Attorney General is now seized as from 9th August 1850 of an estate in fee simple subject nevertheless to such encumbrances hereinafter mentioned as are notified by marginal notes written or entered hereon in that piece of land situated in the District of Tiger Hill containing fifty two (52) acres and two (2) rods more or less as the same is shown on the plan hereon edged red which said piece of land is the Country Section numbered Nine (9) Block Six (VI) situated in the Public Maps of the said District deposited in the office of the Chief Surveyor Department in which whereof I have hereunto signed my name and affixed my seal this 21st day of July - One thousand eight hundred and eighty two

Signed in the presence of
Louis Williams for Clerk
the County of July - 1882

Block VI,

Tiger Hill District.

82, 2, 00.



EQUIVALENT METRIC
AREA IS 35.2929 ha

Scale, 10 chains to an inch
Surveyed by A. R. Mackay.
Chief Surveyor W. A. D. W.
Deputy Clerk H. Shey.

A. J. W. J. W.
District Clerk
of the District of

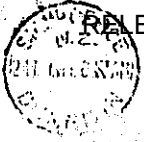


Transfer No. 10638 Robert Campbell to Robert Campbell and Sons Limited produced January 1882 at 3.00/00

Transfer No. 62332 Robert Campbell and Sons Limited to His Majesty the King dated 11th July 1966 at 2.15/00



CDE_S15 - Request Manual Copy		X	
Document Type	Instrument	Request Id	23432
Reference Number	T64232	User Id	dabercrombiedu
Land District	Otago	Request Date	29/10/2001 08:57:27
Method of Delivery	Post	Client Reference	dabercrombiedu
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments	Galloway <i>Have presumed a Transfer. - old one, can only go off this as no CT number</i>		
Delivery Details			
Firm	Abercrombie & Assoc. Ltd		
Primary Contact	Mr David Abercrombie		
Street	P O Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees...	OK	Cancel	



MEMORANDUM OF TRANSFER.

I, ROBERT CARPENTIER AND SONS LIMITED (hereinafter called "the Company")
being registered as the proprietor

(1) Here state nature of the estate or interest.

of an estate⁽¹⁾ in fee simple -----
subject, however, to such encumbrances, liens, and interests as are notified by memoranda

(2) District, County, Hundred, or Township.

underwritten or indorsed hereon, ^{FIRST} in all that piece of land situated in the⁽²⁾ North Eastern

(3) Here state the area, exclusive of roads intersecting the same, if any.

of District ----- containing⁽³⁾ Eleven (11) Acres and Two (2) roads -----

(4) Here state rights of way, privileges, or easements, if any, intended to be conveyed; and, if the land to be dealt with contains all that is included in an existing grant or certificate, refer thereto for description of parcels and diagrams; otherwise set forth the boundaries in chains, links, or feet, and refer to the plan delineated on the margin or annexed to the instrument, or deposited in the Registry Office.

be the same a little more or less,⁽⁴⁾ being pre-emptive right on Run Numbered 220 under Application Numbered 8755 and being all the land comprised in Certificate of Title Register Book Volume 3 Folio 19.

SECONDLY that piece of land situated in the said North Eastern District containing Ninety two (92) acres be the same a little more or less .. being pre-emptive right on Run Numbered 220 under Application ..

Numbered 8756 and being all the land comprised in Certificate of Title Register Book Volume 3 Folio 20.

THIRDLY that piece of land situated in the said North Eastern .. District containing Eleven (11) acres and Two (2) roads be the same a little more or less being pre-emptive right on Run Numbered 220 under Application Numbered 6723 and being all the land comprised in Certificate of Title Register Book Volume 3 Folio 23.

FOURTHLY that piece of land situated in the said North Eastern .. District containing Eleven (11) acres and Two (2) roads be the same a little more or less being pre-emptive right on Run Numbered 244 under Application Numbered 10 F Numbered 2 and being all the land comprised in Certificate of Title Register Book Volume 3 Folio 26.

FIFTHLY that piece of land situated in the South Eastern District containing Ninety two (92) acres be the same a little more or less being pre-emptive right on Run Numbered 256 under Application .. Numbered 6727 and being all the land comprised in Certificate of Title Register Book Volume 3 Folio 22.

SIXTHLY that piece of land situated in the District of Tiger Hill containing Sixty two (62) acres and Two (2) roads be the same a little more or less being Country Section marked Nine (9) Block Six (VI) on the Public Map of the said District and being all the land comprised in Certificate of Title Register Book Volume 01 Folio 138.

SEVENTHLY that piece of land situated in the District of Calmhill containing Two hundred and eighty three (283) acres Two (2) roads and Thirty two (32) poles be the same a little more or less being Country .. in consideration of the sum of

paid to me by

, the receipt of which sum I hereby acknowledge.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

to hereby transfer to the said

(*) Or a lesser estate or interest, describing such lesser estate

all my estate and interest in the said piece of land

In witness whereof I have hereunto subscribed my name, this
day of

Signed on the day above-named by the said

in the presence of

SIGNED
Robert
John
as At
to the
p rener

and

Portions marked Fifty nine (59) and Sixty (60) Block Four (IV) on the Public Map of the said District and being all the land comprised in Certificate of Title Register Book Volume 61 Folio 139.

TENTHLY that piece of land situated in the said District of Columbia containing Ten (10) acres be the same a little more or less being ... Section Numbered Two (2) Block Four (IV) on the Public Map of the said District and being all the land comprised in Certificate of Title Register Book Volume 74 Folio 29.

ELEVENTHLY that piece of land situated in the said Tiger Hill District containing Nine (9) acres and Two (2) rods be the same a little more or less being part of the pre-emptive right on Con Numbered 220 under Application Numbered 3736 and being all the land comprised in Certificate of Title Register Book Volume 108 Folio 216 and having agreed ...

THIRTEENTHLY that piece of land for the sale to His Majesty of the said ... pieces of land (together with a Water Right granted by License dated the Sixth day of April One thousand nine hundred and Three at Alexandria and Numbered 257) at or for the price or sum of Three thousand five hundred pounds (£3,500) less for the purpose of giving effect to the said Agreement so far as concerns the said pieces of land intended to be hereby transferred and in consideration of the sum of Three thousand five hundred pounds (£3,500) paid to the Company by His Majesty the King (the receipt of which sum the Company both hereby acknowledge) the Company both hereby transfer to His Majesty the King all the estate and interest of the Company in the said pieces of land hereinbefore set forth and described.

IN WITNESS WHEREOF these presents have been executed by the ... Company this ... day of ... One thousand nine hundred and sixteen.

SIGNED in the name and on behalf of)
Robert Campbell and Sons Limited by)
John Roberts and William Orr McKellar)
as Attorneys for the said Company as)
to the said John Roberts in the ..)
presence of:)

Robert Campbell & Sons Ltd.
By their attorneys
John Roberts
W. O. McKellar

W. M. Cook
Secretary

A N D as to the said William Orr
McKellar in the presence of:-

James Cook
Solicitor
Dunedin



W E JOHN ROBERTS C.M.S. of Dunedin in the Provincial District of Otago
Wool Merchant and WILLIAM ORR MCKELLAR of Hampden in the said ..
Provincial District of Otago Station Manager do severally solemnly and
sincerely declare as follows:-

1. THAT we have executed the foregoing Transfer in the name on behalf
and as the Attorneys of Robert Campbell and Sons Limited under and by
virtue of a Deed Poll or Power of Attorney from the said Robert Campbell
and Sons Limited to us dated the Twentieth day of May One thousand nine
hundred and eight a copy whereof as we are informed and believe is
deposited in the Land Transfer Office at Dunedin under Number 2248.
2. THAT we have not nor has either of us received any notice or ..
information of the winding up or dissolution of the said Company or of
the revocation by any other means of the said Power of Attorney.

A N D we severally make this solemn declaration conscientiously
believing the same to be true and by virtue of "The Justices of the
Peace Act 1908".

DECLARED by the said John Roberts)
at Dunedin aforesaid this 1st)
day of June One thousand nine)
hundred and sixteen Before me:-)

John Roberts

James Cook

A Solicitor of the Supreme Court of New Zealand.

DECLARED by the said William Orr)
McKellar at Dunedin aforesaid this)
2nd day of June One)
thousand nine hundred and sixteen)
Before me:-)

W.O. McKellar

James Cook

A Solicitor of the Supreme Court of New Zealand.

No. **64252**
situated in

RELEASED UNDER THE OFFICIAL INFORMATION ACT for the purposes of the Land Transfer Act.

*Man Gregor Ramsay
Solicitor*
Man Gregor Ramsay

ROBERT CAMPBELL AND SONS
L.L.L.L.E.D., Vendor.

HIS MAJESTY THE KING, Purchaser.

Particulars entered in the Register-book, Vol. 3
folios 19-20-23-26 and 22. Vol. 61 folios 138 and 139
~~Vol. 74 fol. 29 Vol. 168 fol. 216~~ the 4th
day of *July*, 1916, at 2.15
o'clock.



W. G. Ramsay
District Land Registrar.



Man Gregor Ramsay
LAND REGISTRY
- JUL 1916
DUNEDIN

Man Gregor & Ramsay,
Solicitors,
DUNEDIN.

CDE_S15 - Request Manual Copy			
Document Type	Instrument	Request Id	23429
Reference Number	X14145	User Id	dabercrombiedu
Land District	Otago	Request Date	29/10/2001 08:55:30
Method of Delivery	Post	Client Reference	dabercrombiedu
Requested By		Status	Pending
<input type="checkbox"/> Certified Copy			
Comments	Irrigation agreement - Galloway		
Delivery Details			
Firm	Abercrombie & Assoc. Ltd		
Primary Contact	Mr David Abercrombie		
Street	P O Box 5056		
Town	Dunedin		
Country	New Zealand		
Postcode	9001		
Fax Number	03 471 9455		
Fees..	OK	Cancel	

DISCHARGE OF IRRIGATION AGREEMENT NO. X14145

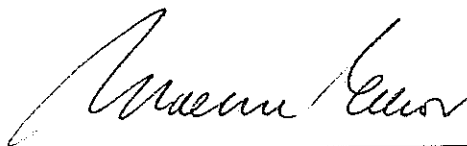
The District Land Registrar
DUNEDIN

Galloway Irrigation Scheme

Irrigation Agreement No. X14145 is registered against Certificate(s) of Title No. 386/91, 13D/269, 13D/271, and I hereby advise that the Agreement has been discharged in respect of the land in the above Title(s) and request that you register this cancellation accordingly.

Dated at Dunedin this 12th day of July 1995.

Signed by GRAEME LESLIE ELLIOT
Irrigation Manager, Invermay,
pursuant to an authority dated the
30th day of October 1991 given by
the Minister of Agriculture under
Section 4C of the Public Works Act 1981



Discharged